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7 CLIFFORD LINN, et al.,
8 Plaintiffs,
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10 v.
11 DOORDASH, INC.,
12 Defendant.
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10 Case No. 20-cv-00666-RS
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**13 ORDER DENYING
14 ADMINISTRATIVE
15 MOTION TO STAY**

16 Defendant DoorDash, Inc. requests this case be stayed pending final approval of a class
17 action settlement in *Marciano v. DoorDash, Inc.*, No. CGC-18-567869 (Cal. Super Ct. filed July
18 5, 2018). A proposed settlement in that case is awaiting preliminary approval.

19 Plaintiffs' first objection to the motion is procedural; they argue an administrative motion
20 is not the proper vehicle for requesting a stay. The Civil Local Rules permit administrative
21 motions for "miscellaneous administrative matters" only, such as motions to file under seal or to
22 extend page limits. As plaintiffs themselves acknowledge, however, administrative motions to stay
23 have recently been decided on their merits in similar cases. *See, e.g., Menifee v. DoorDash, Inc.*,
24 No. 19-cv-06346, ECF No. 22 (N.D. Cal. filed Oct. 4, 2019). Furthermore, plaintiffs were given
25 notice and an opportunity to respond to the present motion. All the information needed to decide
the motion has been presented. It will therefore be decided on its merits.

26 "A district court has discretionary power to stay proceedings in its own court." *Lockyer v.*
27 *Mirant Corp.*, 398 F.3d 1098, 1109 (9th Cir. 2005) (citing *Landis v. North American Co.*, 299 U.S.
28 248, 254 (1936)). Among the factors to be weighed in determining whether a stay is appropriate

1 are “the possible damage which may result from the granting of a stay, the hardship or inequity
2 which a party may suffer in being required to go forward, and the orderly course of justice
3 measured in terms of the simplifying or complicating of issues, proof, and questions of law which
4 could be expected to result from a stay.” *CMAX, Inc. v. Hall*, 300 F.2d 265, 268 (9th Cir. 1962)
5 (citing *Landis*, 299 U.S. at 254–55).

6 In the present case, each factor counsels against a stay. First, plaintiffs will be prejudiced
7 by the granting of a stay. The *Marciano* settlement has not yet received preliminary, let alone
8 final, approval. Several objections have already been lodged, decreasing the likelihood of final
9 approval, especially anytime soon, and demonstrating that, if the settlement is approved, it may be
10 appealed. Any stay granted in the present case would therefore have to be effectively indefinite.
11 Furthermore, even if the settlement had been finalized, plaintiffs’ claims would not be fully
12 released. The *Marciano* settlement does not include claims under Illinois law, while the present
13 case does. The plaintiffs in the present case have also sworn they will opt out of the *Marciano*
14 settlement, as have many of their peers who have been in touch with plaintiffs’ counsel. This point
15 is especially compelling given the *Marciano* settlement is designed to compensate DoorDash
16 drivers bound by arbitration agreements, while the present case is brought on behalf of drivers
17 who opted out of arbitration, and thus may be entitled to different forms of relief. Thus, both
18 because any stay would effectively be indefinite given the procedural posture of *Marciano*, and
19 because plaintiffs would still have claims left to be litigated after any such stay was lifted,
20 plaintiffs would be prejudiced by the granting of a stay.

21 Second, DoorDash has not identified any concrete harm it would suffer by litigating this
22 case in parallel with *Marciano*. The company claims it might be subject to duplicative or
23 inconsistent rulings, but as explained above, there are several issues in this case that are separate
24 and distinct from the issues raised in *Marciano*. As this case proceeds, depending on the status of
25 the *Marciano* settlement, DoorDash may be able to demonstrate a real possibility of some
26 inconsistency, and thus that a partial or total stay of the present litigation is warranted. It has not
27 and cannot, however, do so at this juncture.

Finally, issues of fact and law will not be uncomplicated by a stay. Plaintiffs and their peers have indicated their intent to opt out of the *Marciano* settlement and have raised claims, for example those arising under Illinois law, that will need to be litigated here regardless of what happens in that case. It cannot be said that merely delaying their litigation serves the orderly course of justice. Other courts in this District have denied stays in analogous cases against DoorDash for similar reasons. *See, e.g., Menifee v. DoorDash, Inc.*, No. 19-cv-06346, ECF No. 22 (N.D. Cal. filed Oct. 4, 2019); *Abernathy v. DoorDash, Inc.*, No. No. 19-cv-075745, ECF No. 177 (N.D. Cal. filed Nov. 15, 2019). The motion for a stay is therefore denied.

IT IS SO ORDERED.

12 | Dated: March 17, 2020


RICHARD SEEBORG
United States District Judge

RICHARD SEEBORG
United States District Judge